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Attorneys for Plaintiff

**MONTANA FOURTH JUDICIAL DISTRICT COURT
MISSOULA COUNTY, MONTANA**

FRANK B. MILLER, JR.,)	Dept. No. _____
)	
Plaintiffs,)	Cause No. _____
)	
v.)	COMPLAINT, REQUEST
)	FOR DECLARATORY
CROWN CASTLE, NCWPCS MPL 28-)	JUDGMENT, AND JURY
YEAR SITES TOWER HOLDINGS, LLC)	DEMAND
and CCATT, LLC,)	
)	
Defendants.)	
_____)	

Plaintiff alleges as follows:

1. Plaintiff Frank Miller is a resident of Missoula County, Montana.
2. Plaintiff Frank Miller owns real property in Lolo, Missoula County, Montana.

3. To the best of Plaintiff's knowledge, Defendant NCWPCS MPL 28-Year Sites Tower Holdings, LLC is a Delaware Limited Liability Company with its principle place of business in Washington.

4. To the best of Plaintiff's knowledge Defendant CCATT, LLC is a Delaware Limited Liability Company with its principle place of business in Washington.

5. To the best of Plaintiff's knowledge, Defendants NCWPCS MPL 28-Year Sites Tower Holdings, LLC and CCATT, LLC are operated and administered by Defendant Crown Castle.

6. The allegations giving rise to this Complaint and Request for Declaratory Judgment pertain to a site lease for a cell tower constructed by the Defendants on Plaintiff's real property in Missoula County, Montana. Therefore this Court has jurisdiction to adjudicate issues raised in this Complaint and Request for Declaratory Judgment.

7. Venue is appropriate in the Montana Fourth Judicial District Court.

General Allegations

8. Plaintiff re-alleges Paragraphs 1 through 7 above.

9. On April 19, 2000, Plaintiff entered into a site lease with an option agreement with the Defendants wherein Plaintiff allowed Defendants to lease a

certain portion of his property for the purpose of constructing and maintaining a cellular tower.

10. The lease agreement is identified as Business Unit No. 858354. The site is identified as MT&COD_ALLTEL_MTO5_LOLO.

11. In 2012 the Defendants hired a contractor to improve, remodel or add to a cell tower on the site.

12. Defendants' contractor was required to apply for and secure a building permit from the Missoula County Public Works Department.

13. Defendants' contractor was granted a building permit for the cell tower construction, under Permit No. NB20110565.

14. During the course of construction of the cell tower, Defendants' contractor significantly damaged Plaintiff's property.

15. After two years of negotiations, Defendants' contractor finally paid for a portion of the damage to Plaintiff's property. However, the contractor failed to close out the building permit, leaving it open and causing harm to Plaintiff.

16. Plaintiff has recently discovered that Defendants' contractor left the project without allowing the Missoula County Building Inspection Division to perform a final inspection of the work performed.

17. The fact that there is an open permit for work on Plaintiff's property constitutes a slander of title.

18. Plaintiff has recently discovered that there are errors with work performed by the Defendants' contractor, and that the Missoula County Building Inspection Division will not sign off on the project until the errors are correct.

19. Defendants have hired contractors to make repairs to the site. However, the Defendants and their contractors left the property in disarray, and failed to keep the fences and gates locked, thus leaving the property exposed. It is Plaintiff's position that the Defendants have completely disregarded Plaintiff's property and Plaintiff's property rights, and their disregard has slandered Plaintiff's property.

20. It is Plaintiff's position that consideration for the site lease has failed, and therefore the lease should be terminated under Montana law.

21. It is Plaintiff's position that Defendants have breached the site lease, and therefore it should be terminated under Montana law.

22. On May 4, 2015, Plaintiff notified the Defendants that the lease agreement was terminated.

23. Despite the termination of the lease, Defendants have refused to vacate the premises and acknowledge termination of the lease.

COUNT I
Request for Declaratory Judgment

24. Plaintiff re-alleges Paragraphs 1 through 23 above.

25. The Montana Declaratory Judgments Act is designed to settle and afford relief from uncertainty and any insecurity with respect to rights, status and other legal relations arising out of a contract. Mont. Code Ann. § 27-8-102.

26. The Montana Declaratory Judgments Act is to be liberally construed and administered. *Id.*

27. Defendants actions and conduct have been detrimental to Plaintiff's property, and constitute a breach of the lease agreement.

28. Plaintiff is entitled to an order from this Court declaring as a matter of law that Defendants have breached the lease agreement, that Plaintiff has rightfully terminated the site lease, and that Defendants are required to vacate the premises and restore Plaintiff's property to the condition it was in prior to execution of the site lease.

29. Plaintiff is entitled to supplemental relief, including attorney's fees and costs, as authorized under Montana law.

COUNT II
Breach of Lease Agreement

30. Plaintiff re-alleges Paragraphs 1 through 29 above.

31. Defendants have interfered with Plaintiff's use and enjoyment of the premises, in direct violation of Section 6 of the site lease agreement.

32. Defendants have failed to cause all construction to occur lien free and in compliance with all applicable laws and ordinances, in direct violation of Paragraph 7(a) of the lease agreement.

33. Defendants have failed to keep and maintain the site in a commercially reasonable condition and repair during the term of the lease, in direct violation of Paragraph 7(c) of the site lease agreement.

34. Defendants have failed to keep the site secure, in violation of the site lease agreement.

35. Defendants have failed to cure the defaults as required under the site lease agreement.

36. Defendants mutual breaches of the lease agreement combined with their misuse of Plaintiff's property and damage to Plaintiff's property constitute a material breach of the site lease agreement, and as a result Plaintiff is entitled to terminate the lease.

37. Plaintiff is also entitled to all available attorney's fee under the lease agreement and under Montana law.

38. Plaintiff is also entitled to all damages that may be available to him as determined by the trier of fact at trial on this action.

COUNT III
Rescission

39. Plaintiff re-alleges Paragraphs 1-38 above.

40. Plaintiff's consent to enter into a site lease agreement with Defendants was conditioned upon their agreement to be bound by the terms of the lease.

41. Defendants did not intend to be bound by the terms of the lease, and have engaged in actions which are detrimental to Plaintiff's property.

42. Plaintiff's consent to enter the site lease agreement was given by mistake, or it was obtained by fraud.

43. Because Defendants' conduct has caused damage to Plaintiff's property, and because it has slandered title to Plaintiff's property, the consideration for the site lease agreement has failed in full or in part.

44. Plaintiff is entitled to rescission of the site lease agreement.

45. Plaintiff is also entitled to all available attorney's fee under the lease agreement and under Montana law.

46. Plaintiff is also entitled to all damages that may be available to him as determined by the trier of fact at trial on this action.

WHEREFORE, Plaintiff requests the following relief:

1. Actual damages;
2. Incidental, consequential, and/or perceived damages;

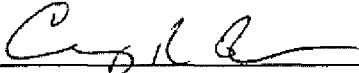
3. Declaratory judgment;
4. Attorney's fees;
5. Costs;
6. All available interest under Montana law; and
7. Any other relief this Court deems just and necessary in this case.

JURY DEMAND

Plaintiff demands a trial by jury on all matters raised in this Complaint.

DATED this 9th day of July, 2015.

GANGLE LAW FIRM, PC.
Attorneys for Plaintiff

By: 
Cory R. Gangle, Esq.